

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.32**  
(ID # 24205)

**MEETING DATE:**  
Tuesday, February 27, 2024

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve Amendment No. 1 to Grant Agreement No. 20-10721 with the California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) for Congenital Syphilis Prevention to extend the Period of Performance through January 31, 2026; All Districts. [Total Amended Amount \$160,000; up to \$80,000 in additional compensation – 100% State]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve Amendment No. 1 to Grant Agreement No. 20-10721 with the California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB), to increase the total aggregate contract amount by \$160,000 from \$240,000 to \$400,000, and to extend the period of performance through January 31, 2026;
2. Authorize the Chair of the Board to sign the Amendment and the California Civil Rights laws document on behalf of the County; and
3. Authorize the Director of Public Health, or designee, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign any certifications, reports or amendments to the Agreement that include modifications to the statement of work or the performance period that stay within the intent of the Agreement; and (b) modifications to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate contract amount.

**ACTION:Policy**

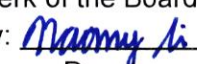
  
Kim Saruwatari, Director of Public Health 2/9/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: February 27, 2024  
xc: RUHS-PH

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$80,000	\$80,000	\$160,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% State			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24 - 25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB), has identified an increase in the number of infants born with congenital syphilis. Between 2012 and 2018, there was a 40% increase in congenital syphilis cases nationwide with 25% of those cases within California. In 2021, CDPH-STDCB awarded Riverside University Health System-Public Health (RUHS-PH) funds through Agreement No. 20-10721 to provide congenital syphilis services for the performance period of January 1, 2021, through December 31, 2023.

The amendment will extend RUHS-PH's HIV/STD Branch's current congenital syphilis services and reduce gaps in care. The agreement extension would also maintain congenital syphilis services to county clients, such as case management for pregnant people with syphilis, providing education to prioritize prenatal care providers, and reduce the number of infants born with congenital syphilis.

**Impact on Residents and Businesses**

Acceptance of this amendment will allow RUHS-PH to continue providing crucial congenital syphilis services to residents of Riverside County. Approval of the amendment will also allow the HIV/STD Branch to conduct internal morbidity and mortality reviews to identify and engage with high priority populations such as pregnant people at high risk of delivering babies with congenital syphilis. Utilizing an evidence-based public health approach in collaboration with Maternal Child and Adolescent Health (MCAH), the HIV/STD Branch will conduct robust case management for pregnant people with syphilis and infants exposed to and/or infected with syphilis. High priority prenatal clinics and birthing hospitals will be identified through internal congenital syphilis case review and will dictate where engagement/awareness efforts are conducted. All of these activities will assist in preventing congenital syphilis in Riverside County.

**Additional Fiscal Information**

RUHS-PH has previously received funds from CDPH-STDCB in Agreement 20-10721 for congenital syphilis services for the period of performance January 31, 2021, to December 31, 2023, in the amount of \$240,000. This amendment will provide \$160,000 in additional funding and extend the period of performance through January 31, 2026. The table below identifies how funds will be distributed, including prior fiscal years:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>Fiscal Year</b>	<b>Amount</b>
20/21	\$0
21/22	\$80,000
22/23	\$80,000
23/24	\$80,000
24/25	\$80,000
25/26	\$80,000
<b>Total</b>	<b>\$400,000</b>

**Contract History and Price Reasonableness**

On October 5, 2021, on Agenda item 3.14, the Board of Supervisors approved Grant Agreement No. 20-10721 with CDPH-STDCB for Congenital Syphilis Prevention for the period of performance of January 1, 2021, through December 31, 2023, in the amount of \$240,000.

Amendment No. 1 aims to extend the period of performance through January 31, 2026, and provide \$160,000 in additional funding.

**ATTACHMENTS:**

**ATTACHMENT A:** Amendment No. 1 to Grant Agreement No. 20-10721 with CDPH

**ATTACHMENT B:** California Civil Rights Laws document

  
Douglas Cordonez Jr. 2/13/2024

  
Gregg Gu, Chief Deputy County Counsel 2/9/2024

  
Gregg Gu, Chief Deputy County Counsel 2/9/2024

**CALIFORNIA SEXUALLY TRANSMITTED DISEASES BRANCH  
STD PROGRAM Management**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"**

**TO**

**County of Riverside, hereinafter "Grantee"**

**Implementing the project, "Congenital Syphilis Prevention," hereinafter "Project"**

**AMENDED GRANT AGREEMENT NUMBER 20-10721, A1**

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a).

**PURPOSE FOR AMENDMENT:** The purpose of the Grant amendment is to: change the grant term end date from 12/31/23 to 1/31/26. This amendment also increases funding starting 1/1/24 for the continued performance of services as identified in Exhibit A (grant activities) and will be reimbursed accordingly. The amendment will also replace Exhibit B in its entirety and add Exhibit H.

**Amendments** are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

**AMENDED GRANT AMOUNT:** this amendment is to increase the grant by \$160,000 and is amended to read: ~~\$240,000 (two hundred forty thousand dollars)~~ **\$400,000 (Four Hundred Thousand Dollars)**.

**AMENDED TERM OF GRANT:** The term of this Grant shall be amended to read as January 1, 2021 and terminates on ~~December 31, 2023~~ **January 31, 2026**. No funds may be requested or invoiced for work performed or costs incurred after the end date.

**Exhibit A NOTIFICATION LETTER, AMENDED FUNDING ALLOCATIONS, GRANT ACTIVITIES**

Note: Once the Grant Agreement has been fully executed, request for modifications/changes thereafter to the existing grant activities can be made by written notice by either party and must be approved by CDPH. This process does not require a formal amendment but must be agreed to by both parties in writing. Copies must be maintained by both parties. Such modifications/changes must be made 30 days prior to implementation. A written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

**Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS**

**Exhibit D ADDITIONAL PROVISIONS**

**Exhibit F FEDERAL TERMS AND CONDITIONS**

**Exhibit H STD LOCAL ASSISTANCE FUNDS – STANDARDS AND GENERAL TERMS AND CONDITIONS**

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

<b>California Department of Public Health</b>	<b>Grantee: County of Riverside</b>
Name: <del>Karlo Estacio</del> <b>Alexia McGonagle, Chief</b> Chief, Business Operations Support Section STD Control Branch	Name: Tad Berman Program Coordinator
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 7600 <b>4065 County Circle Dr., Suite 403</b>
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Riverside, CA <del>92513</del> <b>92503</b>
Phone: <del>(916) 552-9820</del> <b>(916) 445-9860</b>	Phone: <del>(951) 358-5307</del> <b>(760) 778-2082</b>
Fax: <del>(916) 440-5106</del>	Fax: <del>(951) 358-5407</del>
E-mail: <del>Karlo.Estacio@cdph.ca.gov</del> <b>Alexia.McGonagle@cdph.ca.gov</b>	E-mail: <u>TBerman@ruhealth.org</u>

Direct all inquiries to the following representatives:

<b>California Department of Public Health, STD Control Branch</b>	<b>Grantee: County of Riverside</b>
Attention: Christine Johnson, Grant Manager	Attention: <del>Lea Morgan</del> <b>DuJuan James</b> HIV/STD Branch Chief <b>Program Director</b>
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 7600 <b>4065 County Circle Dr., Suite 403</b>
City, Zip: Sacramento, CA 95899-7377	City, Zip: Riverside, CA <del>92513</del> <b>92503</b>
Phone: <del>(916) 552-9796</del> <b>(279) 667-0478</b>	Phone: (951) 358-5263 <b>7856</b>
Fax: <del>(916) 636-6454</del>	Fax: <del>(951) 358-5407</del>
E-mail: <u>Christine.Johnson@cdph.ca.gov</u>	E-mail: <del>Lmorgan@ruhealth.org</del> <b>dujuan.james@ruhealth.org</b>

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
<b>Grantee: County of Riverside</b>
Attention: "Cashier": Jennifer Stebens <u>Sergio Ortiz</u>
Address: <del>P.O. Box 7600</del> <b><u>4065 County Circle Dr.</u></b>
City, Zip: Riverside, CA 92513 <b><u>92503</u></b>
Phone: (951) 358-5374
E-mail: <u>JeStebens@ruhealth.org</u> <u>se.ortiz@ruhealth.org</u>


Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 02/27/2024

  
\_\_\_\_\_  
Chuck Washington  
Chair of the Board  
County of Riverside  
4065 County Circle Dr., Suite 403  
Riverside, CA 92503

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By   
DEPUTY

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: Gregg Gu  
\_\_\_\_\_  
Gregg Gu  
Deputy County Counsel

\_\_\_\_\_  
Javier Sandoval, Chief  
Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262, MS 1802  
P.O. Box 997377  
Sacramento, CA 95899-7377



TOMÁS J. ARAGÓN, MD, DrPH  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

**Exhibit A**  
**NOTIFICATION LETTER**

DATE: OCTOBER 5, 2023  
TO: CONGENITAL SYPHILIS PREVENTION GRANTEES  
SUBJECT: SECOND EXTENSION OF CONGENITAL SYPHILIS PREVENTION FUNDING

The California Department of Public Health (CDPH), Sexually Transmitted Diseases Control Branch (STD CB) is pleased to inform the recipients of the Congenital Syphilis Prevention (CSP) funding that an additional extension has been announced by the Centers for Disease Control and Prevention (CDC). This second extension changes the previous extension date of 01/31/25 to 01/31/26 and includes additional funding.

As a reminder, funding for this grant is made possible through a cooperative agreement from the CDC. Below are the highlights of the federal award and a copy of the notice is also attached for reference.

- Federal Grant Award Name: PS19-1901 - Strengthening STD Prevention and Control for Health Departments (PCHD)
- Federal Grant Award Number: NH25PS005127
- Assistance Listing Number (aka CFDA) Number: 93.977

**Due to the announcement of this second extension of the grant funding, the first notification letter issued on August 21, 2023 is rescinded and will be replaced with this notice.**

Along with the announcement of the 27-month funding extension, the CDC also informed CDPH the level of funding for the extension will not change. With this second time extension and the addition of funding, the amendments currently in progress will be revised to:

- Change the grant agreement term end date from 12/31/23 to the new end date of 01/31/26.
- Add additional same level funding for the periods of 01/01/24 – 01/31/25 and 02/01/25 – 01/31/26.
- Update the grant activities document to allow more flexibility for grantees to spend down the remaining funding.

The change of the end date will not change the original effective date. With this amendment, the grants will have an effective period of January 1, 2021 through January 31, 2026.

CDPH STD Control Branch, MS 7320 • P.O. Box 997377 • Sacramento, CA 95899-7377  
(916) 445-9860 • Internet Address: [www.cdph.ca.gov](http://www.cdph.ca.gov)



CDPH has begun the amendment process and **to expedite this grant amendment through the approval process, we request that you confirm your intention to accept this second extension and the additional funding no than Friday, October 13, 2023**. Please submit a **formal letter of acceptance** via email to **STDLHJContracts@cdph.ca.gov** with a cc to **Christine.Johnson@cdph.ca.gov**.

When e-mailing your intent to accept the additional funding to **STDLHJContracts@cdph.ca.gov**, please include your agency's name in the subject line when you send the email to help us to easily identify which local health jurisdiction you represent. Please note that no funds are secured until the amendment is fully executed.

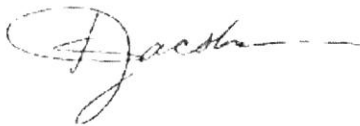
Budget revisions for the periods of 01/01/24 – 01/31/25 and 02/01/25 – 01/31/26 will need to be submitted and should include the projected amount to be spent. CDC has approved expanded authority permitting the rollover of unspent funds from calendar year 2023 through the end of January 2026. Budget revision requests for this period can be submitted after December 31, 2023, but no later than April 1, 2024. See Attachment 1 for the updated funding chart showing the amended grant award amounts.

#### **New Flexibility in Use of CSP Grant Funds**

The additional funding must be used to continue the CSP and control activities. However, the grant activities have been revised to allow more flexibility for the utilization of the funds. The Scope of Work (aka, grant activities) has been revised to expand syphilis and STI screening and prevention services in local emergency departments and jail settings as well as new optional activities for the Grantee to implement using this funding. These four new optional activities include: providing syphilis testing and prevention with integrated testing for HIV, HCV, chlamydia, gonorrhea, and mpox vaccination; however, there is a 10% cap on safety net clinical services/expenses, and this is based on the annual award amount. In addition to the expansion and integration of services, other optional activities include providing incentives to clients to encourage testing, treatment, and follow-up appointments (incentives are capped at 1% of the annual award); implementing a social marketing campaign; and to propose an innovative and impactful activity to increase client testing or prenatal services for at risk populations. A copy of the revised grant activities document is attached for reference.

If you have any questions, please feel free to contact Christine Johnson by e-mail at **Christine.Johnson@cdph.ca.gov**.

Sincerely,



Kathleen Jacobson, MD  
Branch Chief  
STD Control Branch

Enclosures

cc: Rachel Piper, Chief, Contracts and Purchasing Unit, STD Control Branch  
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch  
Ashley Dockter, Evaluation and Quality Improvement Unit Chief, STD Control Branch  
Meghan Polich, Congenital Syphilis Program Coordinator, STD Control Branch



**Attachment 1**

Grant Number	Local Health Jurisdiction	Current Funding Amounts (Through 12/31/23)	Additional Funding (Year 6)	Additional Funding (Year 7)	Final Award Amount
			(01/01/2024 - 01/31/2025)	(02/01/2025 - 01/31/2026)	
18-10698	Fresno	\$700,000	\$140,000	\$140,000	\$980,000
18-10699	Kern	\$700,000	\$140,000	\$140,000	\$980,000
20-10720	Long Beach	\$240,000	\$80,000	\$80,000	\$400,000
20-10721	Riverside	\$240,000	\$80,000	\$80,000	\$400,000
20-10722	Sacramento	\$240,000	\$80,000	\$80,000	\$400,000
18-10700	San Bernardino	\$700,000	\$140,000	\$140,000	\$980,000
18-10701	San Joaquin	\$640,000	\$140,000	\$140,000	\$920,000
18-10702	Stanislaus	\$400,000	\$80,000	\$80,000	\$560,000
<b>Total Funding:</b>		<b>\$3,860,000</b>	<b>\$880,000</b>	<b>\$880,000</b>	<b>\$5,620,000</b>

**Exhibit A**  
Scope of Work

**1. Service Overview**

The Grantee will implement evidence-based public health activities to proactively address the rise in congenital syphilis (CS) cases within the local health jurisdiction.

Key strategic targets for CS prevention and control include: robust case management for pregnant females **people** with syphilis and CS cases; conducting Morbidity and Mortality Reviews of CS cases to identify missed opportunities for prevention; collaborating with CDPH program staff on a quality improvement project aimed at improving health department syphilis processes; partnering with correctional facilities to implement syphilis screening in jails; and providing education to priority prenatal care providers and birthing hospitals to enhance screening and treatment practices.

**Effective January 1, 2023, the Scope of Work (aka grant activities) has been revised to expand syphilis and STI screening and prevention services in local emergency departments and jail settings as well as new optional activities for the Grantee to implement using this funding. These four new optional activities include: providing syphilis testing and prevention with integrated testing for HIV, HCV, chlamydia, gonorrhea, and mpox vaccination; providing incentives to clients to encourage testing, treatment, and follow-up appointments; implementing a social marketing campaign; and to propose an innovative and impactful activity to increase client testing or prenatal services for at risk populations.**

**2. Service Location**

The services shall be performed at applicable facilities within the local health jurisdiction.

**3. Service Hours**

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

**4. Services to be Performed**

Activities	Performance Indicators/Deliverables <i>*Indicators that CDPH will monitor.</i>	Timeline
<p>A. Conduct comprehensive case management for pregnant females <b>people</b> with syphilis and infants exposed to or infected with syphilis (e.g., assist women throughout pregnancy and ensure their infants receive appropriate evaluation and treatment for syphilis and linkage to needed health and social services):</p> <ol style="list-style-type: none"> <li>1. Follow pregnant females <b>people</b> with syphilis until delivery and document birth outcome.</li> <li>2. Link pregnant females <b>people</b> with syphilis to prenatal care and other services, as appropriate, throughout pregnancy.</li> <li>3. Confirm all neonates potentially exposed to syphilis are evaluated with a quantitative RPR and have a comprehensive physical examination for evidence of CS, per CDC STD Treatment Guidelines, and are appropriately treated.</li> <li>4. Follow neonates potentially exposed to syphilis to confirm and document follow-up</li> </ol>	<ul style="list-style-type: none"> <li>• Number of pregnant females <b>people</b> with syphilis who receive case management.</li> <li>• Description of collaboration with local MCAH <b>or other programs providing</b> on case management for high-risk pregnant women with syphilis and their infants</li> <li>• Proportion of <b>pregnant females</b> with syphilis with pregnancy status documented (not missing or unknown)*</li> <li>• Proportion of pregnant <b>female</b> syphilis cases (all stages) with documentation of pregnancy outcome, either from the <b>female pregnant</b> case's clinical tab or via linkage with a CS case report form.*</li> <li>• Proportion of pregnant <b>female</b> syphilis cases who did not deliver a baby with CS (CS Prevention Ratio).*</li> <li>• Proportion of congenital syphilis cases (confirmed and probable) treated with at least 10 days of IV penicillin.*</li> </ul>	<p>01/01/19 – 12/31/23 <b>01/31/26</b></p>

**Exhibit A**  
Scope of Work

Activities	Performance Indicators/Deliverables <i>*Indicators that CDPH will monitor.</i>	Timeline
<p>quantitative RPR testing, until tests become nonreactive.</p> <p>5. Collaborate with local Maternal, Child &amp; Adolescent Health (MCAH) program to determine if pregnant females <b>people</b> with syphilis and their infants are eligible for existing MCAH case management programs and ensure non-duplicated case management for high-risk pregnant women across STD and MCAH programs.</p>	<ul style="list-style-type: none"> <li>• Proportion of congenital syphilis cases (stillbirth, confirmed, and probable) with appropriate infant clinical evaluation per CDC recommendations.*</li> <li>• Proportion of congenital syphilis cases (confirmed and probable) with appropriate infant treatment per CDC recommendations.*</li> </ul>	
<p>B. Partner with program staff at CDPH to identify and implement at least one quality improvement (QI) project to improve outcomes related to congenital syphilis prevention.</p>	<ul style="list-style-type: none"> <li>• Description of collaborative QI project(s)*</li> <li>• Description of QI project(s) associated outcomes*</li> </ul>	<p>01/01/19 – 12/31/23 <b><u>01/31/26</u></b></p>
<p>C. Maintain CS Morbidity and Mortality (M&amp;M) Review Boards:</p> <ol style="list-style-type: none"> <li>1. Analyze all CS cases and prepare for discussion.</li> <li>2. Coordinate monthly meetings to conduct M&amp;M case review with key staff, leadership, and partners.</li> <li>3. Prepare follow-up action plan after each meeting and ensure follow-through of action items identified.</li> <li>4. Collaborate with local MCAH to determine if congenital syphilis cases are eligible to be included in existing Fetal Infant Mortality Reviews (FIMR) and share resources between CS M&amp;M review boards &amp; FIMR.</li> </ol>	<ul style="list-style-type: none"> <li>• Meeting frequency</li> <li>• Description of staff in attendance</li> <li>• Number of cases reviewed</li> <li>• Proportion of cases reviewed</li> <li>• Description of local criteria used for case selection</li> <li>• Number of missed opportunities identified</li> <li>• Description of missed opportunities identified</li> <li>• Number of action items identified</li> <li>• Description of action items identified</li> <li>• Number of follow-up items conducted</li> <li>• Description of collaboration with local MCAH program on congenital syphilis case reviews</li> </ul>	<p>01/01/19 – 12/31/23 <b><u>01/31/26</u></b></p>
<p>D. Strengthen partnerships with local correctional settings <b><u>or emergency departments</u></b> to enhance syphilis case finding.</p> <ol style="list-style-type: none"> <li>1. Enhance awareness of correctional staff regarding syphilis and CS increases, highlighting links to correctional setting.</li> <li>2. Implement routine syphilis screening for females of childbearing age booked into local jail facilities.</li> <li>3. <b><u>Implement routine syphilis screening for males booked into local jail facilities.</u></b></li> <li>4. <b><u>Collaborate with emergency departments funded through Bridge/PHI to ensure successful implementation of routine screening and treatment for syphilis, HIV, HCV.</u></b></li> </ol>	<ul style="list-style-type: none"> <li>• Data elements delineated in the data dictionary for syphilis screening and treatment activities</li> <li>• Proportion of females of childbearing age who are screened for syphilis in jail facility*</li> <li>• Proportion of females of childbearing age who are positive for syphilis in jail facility*</li> <li>• Proportion of females of childbearing age who are identified to be new syphilis infections via matching to surveillance data*</li> <li>• Proportion of females of childbearing age who are treated for syphilis in jail facility*</li> <li>• Treatment timeliness and adequacy among females of childbearing age in jail facility*</li> <li>• <b><u>Proportion of females partially treated in the correctional facility that complete treatment outside facility</u></b></li> </ul>	<p>01/01/19 – 12/31/23 <b><u>01/31/26</u></b></p>

**Exhibit A**  
Scope of Work

Activities	Performance Indicators/Deliverables <i>*Indicators that CDPH will monitor.</i>	Timeline
	<ul style="list-style-type: none"> <li>• <b><u>Number of EDs collaborating with LHJ.</u></b></li> <li>• <b><u>Description of how the LHJ is collaborating with the ED</u></b></li> </ul>	
<p>E. Enhance awareness and the quality of care for syphilis and CS in high priority prenatal care clinics and birthing hospitals.</p> <ol style="list-style-type: none"> <li>1. Collaborate with STDCB in the development of a provider engagement and targeted evaluation plan.</li> <li>2. Implement provider engagement, including but not limited to provider detailing, in-service or grand rounds presentations, and/or clinical trainings.</li> <li>3. Evaluate the activities through mechanisms such as monitoring surveillance outcomes pre-post intervention and surveying providers to assess changes in knowledge and practice.</li> <li>4. Collaborate with local MCAH program to include Comprehensive Perinatal Services Program (CPSP) providers in provider engagement efforts.</li> </ol>	<ul style="list-style-type: none"> <li>• Number of providers engaged</li> <li>• Description of provider selection criteria</li> <li>• Type of providers visited</li> <li>• <b><u>Goals and objectives of training/detailing</u></b></li> <li>• <b><u>Reported Change</u></b> in provider knowledge/practices</li> <li>• Description of collaboration with local MCAH program on provider engagement efforts</li> <li>• Proportion of females with timely and adequate syphilis treatment, pre-post intervention*</li> </ul>	<p>01/01/19 – 12/31/23 <b><u>01/31/26</u></b></p>
<p>F. Participate in syphilis and congenital syphilis prevention forums, trainings, and web meetings in order to build capacity and enhance cross-jurisdictional communication.</p>	<ul style="list-style-type: none"> <li>• Attendance of at least one representative at annual, statewide in-person meetings (e.g., Syphilis Summit, joint meetings with Maternal, Child and Adolescent Health partners)*</li> <li>• Number of cross-jurisdictional communications (e.g., informal meetings, work group meetings)*</li> </ul>	<p>01/01/19 – 12/31/23 <b><u>01/31/26</u></b></p>
<p><b><u>OPTIONAL ACTIVITY:</u></b></p> <p>G. <b><u>Increase access to syphilis testing and prevention (e.g., doxy-PEP) for people at risk for syphilis (may also integrate testing for HIV, HCV, chlamydia, gonorrhea, and mpox vaccination for people at risk for syphilis).</u></b></p>	<ul style="list-style-type: none"> <li>• <b><u>Number of tests ordered by gender identity/sex at birth</u></b></li> <li>• <b><u>Number/percent of positive tests, by STI and gender identity/sex at birth</u></b></li> <li>• <b><u>Where possible, number/percent of people with positive tests who received treatment, by STI and gender identity/sex at birth</u></b></li> <li>• <b><u>Average time to treatment from diagnosis by STI and gender identity/sex at birth</u></b></li> </ul>	<p><b><u>01/01/23 – 01/31/26</u></b></p>
<p><b><u>OPTIONAL ACTIVITY:</u></b></p> <p>H. <b><u>Provide client incentives to increase access to testing, treatment, follow-up/enhanced case management activities, partner services activities, and/or prenatal care visits (e.g., transportation vouchers/tokens, food vouchers, gift cards, hygiene kits).</u></b></p>	<ul style="list-style-type: none"> <li>• <b><u>Number and type of incentive provided through electronic tracking sheets to ensure appropriate utilization of incentives, as needed per CDPH guidelines.</u></b></li> <li>• <b><u>Number/percent of incentive resulting in successful access to care for any of the following testing, treatment, or follow-up (where feasible)</u></b></li> </ul>	<p><b><u>01/01/23 – 01/31/26</u></b></p>

**Exhibit A**  
Scope of Work

<b>Activities</b>	<b>Performance Indicators/Deliverables</b> <i>*Indicators that CDPH will monitor.</i>	<b>Timeline</b>
<b>OPTIONAL ACTIVITY:</b> I. <u>Implement a social marketing campaign to increase awareness of syphilis, prenatal and family planning services available for people at risk for syphilis.</u>	<ul style="list-style-type: none"> <li><u>Description of social marketing campaign</u></li> <li><u>Campaign reach and engagement</u></li> </ul>	<u>01/01/23 – 01/31/26</u>
<b>OPTIONAL ACTIVITY:</b> J. <u>Other innovative and impactful approach that increases access to syphilis prevention, testing, treatment, or prenatal services among populations at risk for syphilis.</u>	<ul style="list-style-type: none"> <li><u>Please provide indicators for 'other innovative approach'</u></li> </ul>	<u>01/01/23 – 01/31/26</u>

**5. Summary of Required Reports and Data**

<b>Frequency</b>	<b><sup>1</sup>Timeframe</b>	<b><sup>2</sup>Deadline</b>	<b>Activities</b>	<b>Report Recipient</b>
Annual *	01/01/2019 – 12/31/2019	01/31/2020	A-F	<u>STDLHJContracts@cdph.ca.gov</u>
<b><u>CDPH/STD Control Branch will provide reporting template.</u></b>	01/01/2020 – 12/31/2020	01/31/2021		
	01/01/2021 – 12/31/2021	01/31/2022		
	01/01/2022 – 12/31/2022	01/31/2023		
	01/01/2023 – 12/31/2023	01/31/2024		
	<u>01/01/2024 – 12/31/2024</u>	<u>01/31/2025</u>		
	<u>01/01/2025 – 01/31/2026</u>	<u>03/02/2026</u>		

<sup>1</sup> Timeframe dates are subject to change and will not require an amendment to the grant agreement.

<sup>2</sup> Deadline dates are subject to change and will not require an amendment to the grant agreement.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically not more frequently than quarterly in arrears to [STDLHJInvoices@cdph.ca.gov](mailto:STDLHJInvoices@cdph.ca.gov).

Alternate submittal method is to e-mail invoices to the CDPH Grant manager identified in the CDPH 1229 Grant Agreement.

C. Invoices shall:

- 1) Be prepared on the electronic invoice template provided by CDPH and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.

E. Amount awarded under this Grant is identified in the CDPH 1229**A** Grant Agreement.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

**Exhibit B**  
Budget Detail and Payment Provisions

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**5. Travel and Per Diem Reimbursement**

- A. Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

**6. Use of Funds / Supplanting**

These funds shall be used to supplement and enhance existing local STI program activities and services and shall not supplant local funding. These funds shall not replace existing services and activities, prevent the addition of new services and activities, and shall not be used to duplicate reimbursement of costs and services received from local funds or other sources. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of any dollars for the same purpose.

**7. Proper Use of Funds**

- A. The funds for this grant agreement may be used for:
  - 1. Local health jurisdiction staff and other relevant staff (listed in the budget as in-kind support) to support STI prevention and control activities.

**Exhibit B**  
Budget Detail and Payment Provisions

2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 5.B. above. Travel costs may include travel and per diem for funded staff to attend conferences, or other national forums as relevant. Prior written approval for out-of-state travel must be obtained from STDCB and shall not exceed five (5) percent of the total annual budget of this grant agreement.
  3. In-state travel to support local capacity building. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Principles, Practices, and Pathways to Disease Intervention (3PDI), Phlebotomy, Cultural Humility), or other staff essential to STI prevention and control.
  4. STI test kits and other testing supplies.
  5. STI treatment (i.e., Cefixime, Azithromycin, Bicillin, Ceftriaxone, Doxycycline)
  6. STD prevention supplies (e.g., male and female condoms, lubricant, oral barriers, etc.)
  7. Provider education materials.
  8. Client education materials.
- B. The funds for this grant agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
1. Incentives such as low value gift cards (e.g., Walmart, Safeway, transportation vouchers), and/or other STI-related incentives.
    - a. Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in STI control and prevention activities. The value of the incentive is limited to \$50.00 of merchandise per person per intervention (e.g., client attendance for syphilis treatment at \$25.00 for each Bicillin injection).
    - b. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution.
    - c. Incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
    - d. There is no prepayment for incentives. The Grantee will only be reimbursed for the total cost of incentives distributed during each quarter.
    - e. The use of incentives must comply with the provisions in Exhibit H, STD Local Assistance Funds – Standards and General Terms and Conditions.
  2. The Grantee is responsible for the possession, security (e.g., will keep the BMMs in a secure location), and accountability of the BMMs. The Grantee will prepare a log sheet that will track and identify each of the BMMs, value, transfer date, and recipient.
- C. The funds for this grant agreement **cannot** be used for:
1. Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events such as pens, mugs, t-shirts, posters, key chains, or bumper



**Exhibit B**  
Budget Detail and Payment Provisions

stickers. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.

2. Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
3. Cash incentives paid to an individual.
4. Scholarships paid to an individual or a school on behalf of an individual.
5. Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
6. Construction, renovation, improvement, or repair of property.
7. The purchase of alcohol, tobacco, or cannabis.

**Exhibit D**  
**Additional Provisions**

**1. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
  - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
  - 1) Place no further order or subgrants for materials, services, or facilities.

**Exhibit D**  
**Additional Provisions**

- 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
  - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

**2. Avoidance of Conflicts of Interest by Grantee**

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
  - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve

**Exhibit D**  
**Additional Provisions**

the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

**3. Dispute Resolution Process**

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

**Exhibit D**  
**Additional Provisions**

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**4. Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](#).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

**Exhibit F  
Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

## 1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with



respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### 3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

#### 4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### 5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

##### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

## 7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

## **9. Federal Requirements**

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Grantee	Printed Name of Person Signing for Grantee
Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health  
STD Control Branch  
P.O. Box 997377, MS 7320  
Sacramento, CA 95899-7377

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

**Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>



**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  
  - (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## Exhibit H

### STD Local Assistance Funds – Standards and General Terms and Conditions

#### 1. Overview

The California Department of Public Health (CDPH) STD Control Branch (STDCB) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH STDCB local assistance funds. The purpose of the sexually transmitted disease (STD) local assistance funds is to augment local support for STD prevention and control activities. The local health department has the authority for STD prevention and control as outlined in the Summary of Regulations Related to STD Prevention and Control Efforts in California.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx>.

#### 2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH STDCB.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH STDCB regarding the granting, use and reimbursement of the STDCB local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention intended to highlight successful STD or HIV prevention strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STDCB website: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx>
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address STD control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH STDCB dollars for the same purpose.
- D. Abide by the most recent standards of care for STD screening, treatment, control and prevention as promulgated by:
  1. California Department of Public Health  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>
  2. Centers for Disease Control and Prevention  
<https://www.cdc.gov/std/tg2015/default.htm>
- E. Share health advisories, health education materials, and other products created to enhance STD awareness and prevention funded with these dollars with CDPH and other LHJs in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful STD awareness campaigns aimed at the public, select populations, or clinical providers. These should be submitted with the annual progress report.
- F. Submit information and reports as requested by the CDPH STDCB.

## Exhibit H

### STD Local Assistance Funds – Standards and General Terms and Conditions

#### 3. Reporting Requirements

##### A. Case Reports

All Grantees shall comply with morbidity reporting requirements for reportable STDs identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions. <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees, excluding Los Angeles and San Francisco, must enter STD case data for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE), the CDPH web-based reporting software for notifiable diseases. CDPH STD Control Branch will provide essential variables for data entry and STD case report forms. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests. <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf>
2. Syphilis cases and congenital syphilis case investigations are to be reported according to updated CDPH STDCB protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE; samples of these forms can be viewed at <https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx>. Grantees will submit complete case reports into the CalREDIE Electronic Filing Cabinet within 45 days of initial report to local health department.
3. Chlamydia and gonorrhea reports are automatically initiated through CalREDIE with electronic laboratory report information, data entry of laboratory, or provider report.
4. Cases of gonorrhea with suspected treatment failure or with high minimum inhibitory concentrations (MIC) to CDC-recommended treatment should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
5. Suspected or confirmed cases of granuloma inguinale, lymphogranuloma venereum, and chancroid should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

## Exhibit H

### STD Local Assistance Funds – Standards and General Terms and Conditions

Grantees will participate in STD-specific CalREDIE trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts. For STD case definitions, please visit <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx>

#### **B. Electronic Reporting**

All Grantees, excluding Los Angeles and San Francisco, must enter STD case data for their jurisdiction directly into CalREDIE, including data entry of core variables into the CalREDIE tabs, case reports and interview records. Neither submission of hard copy forms for data entry into CalREDIE by CDPH, nor scanning of case reports/interview records into EFC, sans data entry, will be accepted. Direct entry of data into CalREDIE improves reporting processes including submission of case reports to the CDC and inter-jurisdictional communication. The CDPH STDCB website has extensive resources to assist LHJs with CalREDIE including frequently asked questions, manuals/guidelines, and forms/instructions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-CalREDIE-Resources.aspx>

For additional STD-related CalREDIE help, please email [STDCalREDIE@cdph.ca.gov](mailto:STDCalREDIE@cdph.ca.gov).

#### **C. Data Security and Confidentiality**

Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs."

<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>. Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to STD data.

#### **D. Outbreak Reporting**

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

## Exhibit H

### STD Local Assistance Funds – Standards and General Terms and Conditions

**E. Financial Expenditures and Reporting**

Grantees must maintain records reflecting actual expenditures. Please see the CDPH STDCB Use of Local Assistance Funds document for guidance on allowable and non-allowable expenditures.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/UseofLocalAssistanceFunds.pdf>. The CDPH STDCB reserves the right to question and re-negotiate reimbursement for any expenditure that may appear to exceed a reasonable cost for the service. Financial expenditures/reporting are required and must be submitted within 45 calendar days after the end of each quarter. Annual financial expenditures and reporting should be submitted no later than 45 days after the end of the budget period. Invoices should be sent to [STDLHJInvoices@cdph.ca.gov](mailto:STDLHJInvoices@cdph.ca.gov).

**F. Annual Performance Progress Reporting**

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to [STDLHJContracts@cdph.ca.gov](mailto:STDLHJContracts@cdph.ca.gov).

**G. Reporting Use of Incentives**

Acceptable incentives include items such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use as behavior modification material, and accompanied by a targeted distribution plan and tracking/reporting/outcome log. When using incentives to achieve the goals and objectives outlined in the Scope of Work, the Grantee must adhere to the following requirements:

1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the gift card brand, gift card number, denomination, date purchased, reason for disbursement, the recipient of the incentive, and the issue date (see attached log).
2. Each participant receiving an incentive must complete a Subject Incentive Payment Receipt at the time the incentive is issued. The Subject Incentive Payment Receipt must be kept in a secure location.
3. Participation incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
4. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.

## Exhibit H

### STD Local Assistance Funds – Standards and General Terms and Conditions


5. The Subject Incentive Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.
4. **Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch**
    - A. The CDPH STDCB reserves the right to modify the terms and conditions of all awards. Additional information and documentation may be required.
    - B. The CDPH STDCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:


1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

FORM APPROVED COUNTY COUNSEL  
 BY:   
 DATE: 3/6/24

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	<i>Federal ID Number</i>  95-6000930
<i>Proposer/Bidder Firm Name (Printed)</i> County of Riverside	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Chuck Washington, Chair Board of Supervisors	
<i>Date Executed</i> 2/27/2024	<i>Executed in the County and State of</i> Riverside California

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By   
 DEPUTY